

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Giovanni Moss, Director, Housing and Community Development,  
954-797-1226

**PREPARED BY:** Burton Spiwak, Programs Specialist, Housing and Community  
Development

**SUBJECT:** Resolution approving a Lease Agreement between the Town of  
Davie and Crisis Housing Solutions, a division of Adopt a Hurricane Family, Inc.

**AFFECTED DISTRICT:** Town Wide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE TOWN OF DAVIE AND CRISIS HOUSING SOLUTIONS, A DIVISION OF ADOPT A HURRICANE FAMILY, INC. FOR THE LEASE OF SUITE C IN THE NEIGHBORHOOD SERVICE CENTER LOCATED AT 4700 SW 64 AVENUE DAVIE, FLORIDA FOR A TERM OF TWO (2) YEARS FROM THE DATE OF THE LEASE AT A YEARLY RENTAL OF ONE DOLLAR (\$1.00) PER YEAR AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** Crisis Housing Solutions (CHS) is a non-profit organization and Davie's only HUD approved housing counseling agency. CHS provides housing counseling services and assistance to Davie households that have been the victims of foreclosure and disasters.

Crisis Housing Solutions, a division of Adopt a Hurricane Family, services will include, but will not be limited to:

- Housing Counseling: First-time Homebuyers, Foreclosure Prevention, etc. (CHS is the Town's only HUD approved housing counseling agency)
- Post Foreclosure Housing Assistance: Assist residents that have lost their homes to foreclosures
- Hurricane and Disaster Recovery: Case management of disaster victims
- Long Term Recovery Housing Assistance

The Town Council awarded CHS \$1,275,000 of its Disaster Recovery Initiative (DRI) funds on December 5, 2007 for the Mobile Home Repair/Replacement Program. The Town is in the process of requesting an additional \$540,000 for this program. Additionally, the Town has recently filed a joint application with CHS for 14 million dollars for round two of Neighborhood Stabilization Program funds to address foreclosed properties and develop workforce housing in Davie. The joint application was approved by the Town Council on June 17, 2009.

In order for the Town to support such needed services, the Town will provide space for their office in the Town's Neighborhood Service Center located at 4700 SW 64<sup>th</sup> Avenue, Davie, FL, 33314 for a nominal fee of one dollar (\$1.00) per year rental.

This arrangement fills a need in the community that results in great benefit to the residents of Davie because it provides them with services at an easily accessible location.

**PREVIOUS ACTIONS:** R 2007-336 Approving DRI Agreement for Mobile Home Repair/Replacement Program, R-2009-141 Approving Joint NSP 2 Application

**CONCURRENCES:**

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution, Lease Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE TOWN OF DAVIE AND CRISIS HOUSING SOLUTIONS, A DIVISION OF ADOPT A HURRICANE FAMILY, INC. FOR THE LEASE OF SUITE C IN THE NEIGHBORHOOD SERVICE CENTER LOCATED DAVIE, FLORIDA AT 4700 SW 64 AVENUE FOR A TERM OF TWO (2) YEARS FROM THE DATE OF THE LEASE AT A YEARLY RENTAL OF ONE DOLLAR (\$1.00) PER YEAR AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Tenant is a not-for-profit HUD Housing Counseling Agency that provides housing counseling services and assistance to Davie households that have been victims of disasters and foreclosures; and

WHEREAS, the Town desires to have a not-for-profit housing counseling assistance agency to assist Town residents with housing crises to enhance their lives and support self-sufficiency through collaboration with other State and County agencies; and

WHEREAS, the Town of Davie owns the property known as the Neighborhood Service Center, located at 4700 SW 64<sup>th</sup> Avenue, Davie, Florida 33314; and

WHEREAS, there is space currently available for such activities in the Town's Neighborhood Service Center located at Suite "C", 4700 SW 64<sup>th</sup> Avenue, Davie, Florida 33314; and

WHEREAS, the Town of Davie is agreeable to providing space in Suite "C" in the Town's Neighborhood Service Center, 4700 SW 64<sup>th</sup> Avenue, Davie, Florida, 33314 for a nominal rental of one dollar (\$1.00) per year; and

WHEREAS, the Town of Davie believes that such an arrangement will be beneficial to all parties and will fill a need in the community and will result in a great benefit to the residents of the Town of Davie; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Mayor or her designee is hereby authorized to execute the Lease Agreement between the Town of Davie and Crisis Housing Solutions which shall be in effect for a period of two (2) years from the date of the Lease Agreement unless terminated by a written notice of termination by either party .

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009

## LEASE AGREEMENT

This AGREEMENT, made and entered into by and between CRISIS HOUSING SOLUTIONS, a division of Adopt a Hurricane Family, Inc., a not-for-profit body corporate existing under the laws of Florida, hereinafter referred to as "Tenant" and the TOWN OF DAVIE, a political subdivision of the State of Florida, hereinafter referred to as "TOWN".

### W I T N E S S E T H

WHEREAS, Tenant is a not-for-profit HUD Housing Counseling Agency that provides housing counseling services and assistance to Davie households that have been the victims of disasters and foreclosures; and

WHEREAS, Tenant will act as the Town's liaison to the Long Term Recovery Coalition (LTRC) of Broward County; and

WHEREAS, Town desires to have a not-for-profit housing counseling assistance agency to assist Town residents with housing crises to enhance their lives and support self-sufficiency through collaboration with other State and County agencies; and

WHEREAS, the Town of Davie owns the property located at 4700 SW 64<sup>th</sup> Avenue, Davie, Florida 33314; and

WHEREAS, there is space currently available for such activities in the Town's Neighborhood Service Center located at Suite "C", 4700 SW 64<sup>th</sup> Avenue, Davie, Florida 33314; and

WHEREAS, Town and Tenant believe that such an arrangement will be beneficial to all parties and will fill a need in the community and that cooperation between the parties will result in great benefit to the residents of the Town of Davie;

NOW, THEREFORE, for and in consideration of the premises and the benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Town does hereby lease to CRISIS HOUSING SOLUTIONS Suite C within the facility known as the Neighborhood Service Center located at 4700 SW 64<sup>th</sup> Avenue, Davie, Florida 33314.
2. The term for which the Town leases said premises is two (2) years from the date of this lease, at a yearly rental of one dollar (\$1.00) per year payable to the Town on the yearly anniversary of the lease. It is specifically understood and agreed that the Lease shall automatically renew and continue for consecutive one year periods unless terminated by a written notice of termination in accordance with the requirements of

paragraph 5 hereinafter set forth. Further, by mutual agreement of the parties hereto, the term of this lease may be shortened or extended, subject to the provisions of paragraph 5 hereinafter set forth.

3. The uses to which the Tenant shall put said facility shall be for the purpose of providing housing counseling services and housing crisis assistance to Davie households that have been victims of disasters and foreclosure. The facility herein leased is to be used strictly for counseling services and housing crisis assistance to Davie households that are victims of disasters and foreclosure and any other activities deemed necessary and no advertising or the renting of space shall be permitted unless specifically approved by the Town.
4. The use of the premises shall at all times be in full compliance with all applicable laws of the Town, State, County and United States. Any facilities placed on the premises without the prior written approval and consent of the Town shall immediately be removed or relocated within ten (10) days of written demand by the Town.
5. The Town and Tenant mutually agree to provide sixty (60) days written notice of cancellation or termination of this lease to the other party. Such notice shall be sent certified mail, return receipt requested to the Town at 4700 SW 64 Avenue, Suite D, Davie, Florida, 33314 and to the Tenant at 4700 SW 64 Avenue, Suite C, Davie, Florida, 33314.
6. It shall be the responsibility of Crisis Housing Solutions for all interior building maintenance and custodial services. The Town will maintain the exterior of the building and lawn maintenance. In addition, Crisis Housing Solutions will provide all utilities including electric, water, telephone and internet. Crisis Housing Solutions will be responsible for maintenance of all plumbing and any damages or repairs arising out of the carelessness or negligence of Crisis Housing Solutions' employees or clients shall be the sole responsibility of the Tenant.
7. The entire area shall be under the control and jurisdiction of the Tenant.
8. The Town retains the right to enter the Subject Property at any reasonable time to examine same, to do anything Tenant may be required to do hereunder, or pursuant to any and all other agreements, understandings or obligations Town may have, or which Town may deem necessary and appropriate for the good of the Subject Property.
9. Neither Tenant nor Town shall cause any liens, including contractor's liens, to be imposed upon the Subject Premises. If any liens are placed against the Subject Premises, either Town or Tenant, whichever is responsible, or both if both are so responsible, shall have said liens

removed within ten (10) days from their creation. In the event that the lien or liens are not removed within said ten (10) day period, either Tenant or Town may, at its respective sole and exclusive option, deem that this Lease Agreement has been terminated, and giving written notice of its intent to so terminate this Lease Agreement to the other party hereto.

10. The Tenant agrees to relieve the Town from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the Tenant in failing to supply proper supervision of the areas herein leased while so used by the Tenant, and the Tenant further agrees to have issued a liability insurance policy naming the Town as one of the insured with coverage at no less than \$1,000,000 per person together with property damage coverage.
11. This Lease Agreement shall not be assigned by Tenant. Any attempt by Tenant to assign or sublet any interest in the Subject Premises, shall result in the automatic termination of this Lease Agreement.
12. This Lease Agreement shall not be recorded among the Public Records of Broward County, Florida. In the event that it is recorded among the Public Records of Broward County by the Tenant or any of its agents, then the Lease Agreement shall be deemed terminated.
13. In the event that litigation arises out of or under the terms of this Lease Agreement, the prevailing party shall be entitled to collect from the non prevailing party all costs incurred and reasonable attorneys' fees, whether same are incurred before trial, at trial or on appeal.
14. This Lease Agreement shall terminate in the event that Tenant ceases to exist as a corporate entity or ceases to actively provide services in keeping with the purposes and intent of the creation of Tenant.
15. Crisis Housing Solutions shall not exclude or deny any person, on the grounds of race, gender, color, creed, religion or national origin, from participation in the benefits of such programs, or be otherwise subjected to discrimination under any program or activity for which Crisis Housing Solutions utilizes 4700 SW 64 Avenue, Suite C, Davie, Florida, 33314.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by the proper officials and their corporate seals this            day of            , 2009

Signed, sealed and delivered

In the presence of:

CRISIS HOUSING SOLUTIONS, a  
Division of  
Adopt a Hurricane Family, Inc.

Executive Director

STATE OF FLORIDA )

) SS.

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this  
day of \_\_\_\_\_, 2009 by \_\_\_\_\_ as \_\_\_\_\_ of Crisis  
Housing Solutions. He or she is personally known to me or has produced  
as identification and who did take an oath.

\_\_\_\_\_  
Notary Public, State of Florida

Commission No.

My Commission expires:

TOWN OF DAVIE

By: \_\_\_\_\_

Mayor or Designee

STATE OF FLORIDA )

)SS.

COUNTY OF BROWARD )



The foregoing instrument was acknowledged before me this  
day of \_\_\_\_\_, 2009 by \_\_\_\_\_ as \_\_\_\_\_ of the  
Town of Davie. He or she is personally known to me or has produced  
as identification and who did take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_

My Commission expires: